

JOURNAL CO., LAWYERS, SAN.

This Indenture, Made this 1st day of September in the year of our Lord one thousand eight hundred and ninety nineteen hundred between Frank B. Whipple and Sarah A. Whipple his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. Zimmerman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit Lots No. twenty one (21) and twenty two (22) except 50 feet by 110 feet in the south west corner of said lot No. twenty two (22) aforesaid and in addition No. ten (10) in that part of the City of Lawrence formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Frank B. Whipple and Sarah A. Whipple do hereby covenant and agree that at the delivery hereof they the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred dollar

according to the terms of One certain promissory note this day executed and delivered by the said Frank B. Whipple and Sarah A. Whipple to the said part of the second part: payable in three years from date.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, for any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said Frank B. Whipple and Sarah A. Whipple heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

J. P. Stet

Frank B. Whipple (SEAL.)

Sarah A. Whipple (SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 1st day of September, A. D. 1899, before me, J. P. Stet a Notary Public in and for said county and State, came Frank B. Whipple and Sarah A. Whipple his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires July 28 1903.

Recorded Sept 1 A. D. 1899, at 5⁴⁵ o'clock P. M.

J. P. Stet Notary Public.

E. Zimmerman Register of Deeds.

The following is endorsed on the original instrument
Release. The note herein described having been paid in full
This mortgage is hereby released and the same thereby
Created Discharged its witness say done this 19th day of
October A. D. 1903.

E. Zimmerman, Estate.

Recorded Oct 19th 1903.
J. P. Stet
Register of Deeds.